lows that such power given to one guardian should pass to his successor on due appointment and qualification.

INNKEEPERS—INJURY TO PERSON OF GUEST—ASSAULT BY SERVANT.—The plaintiff, a guest in the defendant's hotel, was maliciously assaulted by a servant of the defendant. *Held,* the defendant having retained the servant in his employ after obtaining knowledge of the servant's violent temper and disposition to assault guests, is liable for damages for the servant's malicious assault. *Duckworth* v. *Appostalis* (Tenn.), 208 Fed. 936.

An innkeeper is not an insurer of the personal safety of his guests and is only bound to exercise reasonable care in that behalf. *Week* v. *McNulty,* 101 Tenn. 495, 48 S. W. 809, 70 Am. St. Rep. 693, 43 L. R. A. 185. He is not liable for an assault upon a guest by a servant where he has not been guilty of negligence in employing or retaining the servant, and the act was beyond the general scope of the servant's employment. *Rahmel* v. *Lehndorf,* 142 Cal. 681, 76 Pac. 659, 100 Am. St. Rep. 154, 65 L. R. A. 88; *Clancy* v. *Barker,* 131 Fed. 161, 66 C. C. A. 469, 69 L. R. A. 653.

The decisions holding an innkeeper liable for the malicious assaults on guests by his servants, following the analogy of the liability of common carriers, can be based on the failure of the innkeeper to exercise reasonable care in preventing the injury. *Rahmel* v. *Lehndorf, supra* (*dictum*). Or on the fact that the servant was acting within the general scope of his employment. *De Wolf* v. *Ford,* 193 N. Y. 397, 86 N. E. 527. The principal case does not extend the liability of innkeepers to that of common carriers, but holds an innkeeper liable for negligence in retaining a servant known to have a disposition to assault guests and therefore seems sound on reason and principle.

INSURANCE—NOTICE OF CANCELLATION OF FIRE INSURANCE POLICY.—Notice of the cancellation of a fire insurance policy was addressed and sent by registered mail to the insured, the envelope bearing the card of another insurance company, although the name of the insurer's agent also appeared on the card. The letter was received by the insured, but was not opened until after the loss occurred. *Held,* the notice is not sufficient to cancel the policy. *Fritz* v. *Penn. Fire Ins. Co.* (N. J.), 88 Atl. 1065.

When a policy provides for cancellation on giving a certain number of day's notice, and the notice is sent by mail, it must be proved by the party setting up the cancellation that the letter was actually received the requisites number of days prior to the cancellation. *Am. Fire Ins. Co.* v. *Brooks,* 83 Md. 22, 34 Atl. 373; *Crown Point Iron Co.* v. *Ætna Ins. Co.,* 127 N. Y. 608, 28 N. E. 653. No question was raised in these cases as to the actual opening of the letters. The principal case presents a novel set of facts. The court based its decision on the ground that the envelope bore the name of another insurance company, and that the insured might well assume that its contents had no reference to his business with the company in which he was insured. This reasoning seems sound, had the letter been unregistered, but, considered in

the light of the importance which reasonably prudent men attach to registered mail, the letter would seem sufficient to put the insured on inquiry. Especially would this seem true as the name of the insurer's agent was on the envelope.

INSURANCE—VACANCY OF PREMISES.—A fire insurance policy in the standard form provided that it should be void if the premises insured should remain vacant for more than thirty days without the assent of the insurer. A building so insured became vacant for more than thirty days but was afterwards reoccupied, being occupied when the loss occured. *Held,* the vacancy worked a forfeiture of the policy and not merely a suspension, so that the subsequent occupancy did not revive the policy. *Dolliver* v. *Granite State Fire Ins. Co.* (Me.), 89 Atl. 8.

The authorities involving this question are in direct conflict, with the weight of authority slightly in favor of the holding in the principal case.

One line of authorities lays down the rule that the term "void" in the contract of insurance must be given its ordinary meaning, and that upon breach of the condition the policy becomes null and of no effect and cannot thereafter be revived without the consent of the insurer. *Mead* v. *Insurance Co.*, 7 N. Y. 530; *Hardiman* v. *Fire Ass'n*, 212 Pa. St. 383, 61 Atl. 990; *Hoover* v. *Insurance Co.*, 93 Mo. App. 111, 69 S. W. 42; *Reynolds* v. *Insurance Co.*, 107 Md. 110, 68 Atl. 262, 15 L. R. A. (N. S.) 345. To construe the contract otherwise, says the Supreme Court of the United States, would be to make a contract for the parties. *Insurance Co.* v. *Coos County,* 151 U. S. 452.

The other line of authorities favors the insured and holds that the effect of a prohibited vacancy is merely to suspend the insurance during the existence of the vacancy, and that if the premises again become occupied the liability under the policy again attaches. *Insurance Co.* v. *Toney,* 1 Ga. App. 492, 57 S. E. 1013; *Insurance Co.* v. *Pitts,* 88 Miss. 587, 41 So. 5, 7 L. R. A. (N. S.) 627, 9 Ann. Cas. 54; *Born* v. *Insurance Co.,* 110 Ia. 379, 81 N. W. 676, 80 Am. St. Rep. 300; *Insurance Co.* v. *Catlin,* 163 Ill. 256, 45 N. E. 255, 35 L. R. A. 595 (*dictum*). The same conclusion has been reached upon the ground that the case is analogous to that of a marine policy which contains a limit of the waters within which the vessel is insured. If the vessel leaves the limited waters, and is lost, the insurer is not liable, but the liability reattaches on the return of the vessel to the limits. *Tomkins* v. *Insurance Co.,* 22 App. Div. 380, 49 N. Y. Supp. 184.

There is sound reason for the doctrine that the policy of insurance reattaches upon the reoccupancy of the premises. The condition concerning vacancy is placed in the policy primarily to protect the insurer from the hazard of extra risk. Since upon reoccupation of the premises the extra risk ceases, it would seem proper to construe the contract in the light of existing conditions. Where justice demands a liberal interpretation it would seem eminently sound to adopt that interpretation. The court in *Insurance Co.* v. *Pitts, supra,* voices the modern sentiment when it says, "the common people who insure should not be entrapped by a harsh construction of a technical word."